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PASO ROBLES MULTIFAMILY LLC

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

In re:  
  
PG&E CORPORATION,  
  
-and-  
  
PACIFIC GAS AND ELECTRIC  
COMPANY,  
  
Debtors.

BANKRUPTCY CASE NO.: 19-30088 (DM)  
Chapter 11  
(Lead Case) (Jointly Administered)

**PASO ROBLES MULTIFAMILY LLC'S  
OPPOSITION TO THE REORGANIZED  
DEBTORS' FIFTY-FIRST OMNIBUS  
OBJECTIONS TO CLAIMS (BOOKS AND  
RECORDS)**

**Date: February 9, 2021  
Time: 10:00 a.m. (Pacific Time)  
Place: (Telephonic Appearances Only)  
United States Bankruptcy Court  
Courtroom 17, 16<sup>th</sup> Floor  
San Francisco, CA 94102**

Creditor Paso Robles Multifamily LLC ("PRM"), by and through its undersigned counsel, submits this Opposition to the Reorganized Debtors' Fifty-First Omnibus Objection to Claims (Books and Records Claims), as it relates to PRM's Proof of Claim No. 97691. This Opposition is filed in accordance with this court's Order Approving (A) Procedures for Filing Omnibus Objections to Claims and (B) the Form and Manner of Notice of Omnibus Objections filed on June 30, 2020. (Dkt. 8228)

763.007 / 9149435.1

In support of its Opposition, PRM provides the following information:

**Claimant's Name:** Paso Robles Multifamily LLC

**Designated Proof of Claim Number:** 97691

**Explanation for the Amount of PRM's Claim:**

PRM submitted a claim in the total amount of \$49,805.52. Of this amount, \$36,955.52 is designated as a general unsecured claim and \$12,850.00 is designated as a priority claim. The priority designation was in error – the entire amount should be a general unsecured claim.

PRM's claim is for reimbursement for extra work incurred in connection with the construction of an apartment project in Paso Robles, California. PG&E acknowledged that it reimburse PRM for the work.

PRM was the developer of an apartment project known as Blue Oak Apartments in Paso Robles, California. Declaration of Suntí Kumjim in Support of Paso Robles Multifamily LLC's Opposition to the Reorganized Debtors' Fifty-First Omnibus Objection to Claims (Books and Records) ("S. Kumjim Decl.," ¶ 3.)

In connection with the construction of the Blue Oak Apartments, PRM entered into an agreement for the extension of PG&E's facilities to provide power to the apartments. The agreement provides that PRM would provide the trench and substructure for electrical distribution and electrical service facilities and that the costs of providing that work would be refunded by PG&E to PRM. (S. Kumjim Decl., ¶ 4, Ex. A.)

PG&E provided the plans for the work to be performed by PRM. (S. Kumjim Decl., ¶ 5.)

In or about April 2018, PG&E provided verbal instructions requiring PRM's contractor (Spurr Co.) to dig up conduit in certain areas and encase it in concrete. This work was not reflected in the plans provided by PG&E. (S. Kumjim Decl., ¶ 6.)

PRM's utility engineering consultant, Utility Specialists Southwest, Inc., wrote to Robert Burke of PG&E asking that the change instructions be acknowledged and that PG&E provide direction for PRM to be reimbursed for this additional work. In response,

Mr. Burke stated "I am aware of the situation. We will have Dave add it to the bill for reimbursement to MBK." (S. Kumjim Decl., ¶ 7, Ex. B.)

PRM's contractor, Spurr Co., charged PRM \$49,805.52 for the extra work directed by PG&E as the result of an omission in the plans prepared by PG&E. PRM paid Spurr for the extra work and submitted its proof of claim for reimbursement in that amount. (S. Kumjim Decl., ¶ 8, Ex. C.)

**Reasons Why the Bankruptcy Court Should Not Sustain the Omnibus Objection:**

PRM's proof of claim reflects a valid claim to payment acknowledged by PG&E. PRM seeks reimbursement of its out-of-pocket costs for extra work encountered as the result of an omission in plans provided by PG&E. That omission was previously confirmed by PG&E, as was PRM's entitlement to reimbursement of costs incurred as a result.

**Claimant's Name, Address, Telephone Number and Name, Address And Telephone Number of Claimant's Attorney To Whom Counsel For The Debtor Should Serve A Reply to This Opposition:**

PRM's address and telephone number are:

Paso Robles Multifamily LLC  
4 Park Plaza, Suite 1700  
Irvine, CA 92614  
(949) 789-8300

The contact information for PRM's counsel is:

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1                   **NEED FOR DISCOVERY AND A SCHEDULING ORDER**

2           PRM anticipates that this matter may be resolved with the exchange of  
3 documents and discussions with PG&E's counsel. If this matter is not able to be  
4 resolved informally, PRM expects that it would serve written discovery in the form of  
5 requests for admissions, interrogatories, and requests for document production.

6           PRM suggests a preliminary scheduling conference to be set approximately 30  
7 days from now to allow PRM and PG&E to attempt an informal resolution.

8                   **CONCLUSION**

9           For the reasons discussed above, PG&E's objection to PRM's claim should be  
10 overruled. If the matter cannot be resolved, PRM requests that the court set a  
11 preliminary scheduling conference to take place in approximately 30 days.

12  
13 Dated: January 26, 2021

NEWMEYER & DILLION LLP

14  
15 By: /s/ James J. Ficenec

16 James J. Ficenec  
17 Attorneys for Creditor  
PASO ROBLES MULTIFAMILY LLC